

contract for sale of land or strata title by offer and acceptance



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2022
FOR USE BY REIWA MEMBERS
000008471658



NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required.
WARNING - If the Purchase Price is \$750,000 or more a Withholding Tax may apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
 Address
 Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
Address
 Suburb State Postcode
Name
Address
 Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
 Address
 Suburb State Postcode
 Lot Deposited/~~Survey/Strata/Diagram/Plan~~ Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date

Property Chattels including

GST WITHHOLDING

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
2. If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
 MORTGAGE BROKER (NB. If blank, can be any)
 LATEST TIME: 4pm on:
 AMOUNT OF LOAN:
 SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

contract for sale of land or strata title by offer and acceptance



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2022
FOR USE BY REIWA MEMBERS
000008471658



CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

- (a) If requested in writing by the Seller or Seller Agent the Buyer must:
- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
 - (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
 - (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.
- (b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.
3. The 2022 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.
4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS


1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty. ■ ■

2. The seller warrants that the caveat and memorial noted on the Certificate of Title will be removed upon settlement. ■ ■

contract for sale of land or strata title by offer and acceptance

SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature 	Date	Signature	Date
Signature 	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name	Peter James Woodcock As Enduring Power of Attorney for Jason John Woodcock		
Address	14 Heronwood Glade		
Suburb	Harrisdale	State	WA
		Postcode	6112
Name			
Address			
Suburb		State	
		Postcode	

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of Changes to General Conditions (form 198)

Signature 	Signature 
---	---

RECEIPT OF DOCUMENTS


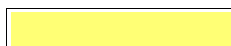
The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions
3. Annexure of Changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input type="text"/>	<input type="text"/>
Signature		<input type="text"/>
		<input type="text"/>

COPYRIGHT

The copyright of this Contract by Offer and Acceptance is the property of the Real Estate Institute of Western Australia (Inc.) ("REIWA") and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the REIWA.

04/22

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of <i>"Duplicate Certificate of Title"</i>	Delete the definition of <i>"Duplicate Certificate of Title"</i> .

Buyer

Signature  _____

Name _____

Date _____

Signature  _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Peter James Woodcock As Enduring Power of Attorney for Jason John Woodcock

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2019
FOR USE BY REIWA MEMBERS
000007519513



ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

187 Beachside Parade, Yanchep WA 6035

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report by 4PM on: (a*) / / *complete (a) or (b) **OR**
(b*) **14 days after acceptance** ("Date")

on any Major Structural Defects of the residential Building and of the following described areas

located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time within three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) the Buyer may at any time within a further five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 1. If nothing is inserted in clause 1 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a **Registered Builder** ~~Consultant~~. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



APPROVED BY
THE REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA (INC.)
COPYRIGHT © REIWA 2019
FOR USE BY REIWA MEMBERS
000006626711



ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

187 Beachside Parade, Yanchep WA 6035

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage by:

4PM on **complete one*

 / / OR

14 days after acceptance ("Date")

of the residential building and the located upon the Property ("**Building**").

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative before the Date.
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
 - (a) the Buyer may at any time within a further Five (5) Business Days after that period ends, give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Activity" means evidence of the presence of current Timber Pests.
 - 9.2 "Builder" means a builder registered in Western Australia with appropriate qualifications and using such other appropriately qualified persons, necessary to Repair any Damage set out in the Timber Pest Notice.
 - 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
 - 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
 - 9.5 "Date" means the date inserted or calculated in clause 1. If no date is inserted in clause 1 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
 - 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
 - 9.7 "Repair" means the Work necessary to repair any Damage.
 - 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
 - 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
 - 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
 - 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
 - 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
 - 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2018 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

2936 951

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 4011 ON DEPOSITED PLAN 412069

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

JASON JOHN WOODCOCK OF 14 CHANNEL DRIVE HEATHRIDGE WA 6027

(T O405319) REGISTERED 13/5/2020

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 1466/1928.
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 412069
3. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 412069
4. O405320 MORTGAGE TO KEYSTART LOANS LTD REGISTERED 13/5/2020.
5. Q011077 MEMORIAL. LEGAL AID COMMISSION ACT 1976. LODGED 31/5/2024.
6. Q038922 CAVEAT BY OURMONEYMARKET LENDING PTY LIMITED LODGED 25/6/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP412069
PREVIOUS TITLE: 2936-943
PROPERTY STREET ADDRESS: 187 BEACHSIDE PDE, YANCHEP.
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO



VERSION	AMENDMENT	AUTHORISED BY	DATE	Held by LANDGATE in DIGITAL FORMAT ONLY	TYPE	FREEHOLD	S.S.A.	YES
					PURPOSE	SUBDIVISION		
					PLAN OF	LOTS 4005-4022, 9052 AND RESTRICTIVE COVENANT		
					FORMER TENURE	LOT 9051 ON DP 72037 C.T. 2936-943		
					LOCAL AUTHORITY	CITY OF WANNEROO		
					LOCALITY	YANCHEP		
					D.O.L. FILE			
					FIELD RECORD	10/08/6		
					SURVEYOR'S CERTIFICATE - REG 54	Nigel Simpson		
					I hereby certify that this plan is accurate and is a correct representation of the: (a) "survey, and/or" (b) "calculations from measurements recorded in the field records, (if applicable)" undertaken for the purposes of this plan and that it complies with the relevant written law in relation to which it is lodged.			
					LICENSED SURVEYOR	Nigel Simpson 2017, 10/06 13/05/59-498/00		
					9 Oct 2017	\$1641.00	293381	
					DATE	FEE PAID	ASSESS No.	
					L.S.C.	6-October-2017		
					EXAMINED		2-Nov-2017	DATE
					WESTERN AUSTRALIAN PLANNING COMMISSION			
					FILE	15/4819		
					Delegated under s. 16 P&D Act 2005			08-Nov-2017
					DATE			
					SUBJECT TO	IN ORDER FOR DEALINGS		
					Prior Approval of DP72037			
					Sec 136D of TLA			
					FOR INSPECTOR OF PLANS AND SURVEYS		9-Nov-2017	DATE
					APPROVED	REC26A (1), (4)		
					INSPECTOR OF PLANS AND SURVEYS		9.11.2017	DATE
					(S. 18 Licensed Surveyors Act 1909)			

REG 26A(1) - FINAL MARKING DEFERRED (APPROVAL ID D075-17 DATED 4 OCTOBER 2017, LANDGATE FILE 05956-2016)

SCALE 1:5000 @ A2

ALL DISTANCES ARE IN METRES

ENLARGEMENT 'A1' Not to Scale

ENLARGEMENT 'A2' Not to Scale

ENLARGEMENT 'A3' Not to Scale

ENLARGEMENT 'A4' Not to Scale

ENLARGEMENT 'A5' Not to Scale

ENLARGEMENT 'A6' Not to Scale

ENLARGEMENT 'A7' Not to Scale

ENLARGEMENT 'A8' Not to Scale

ENLARGEMENT 'A9' Not to Scale

ENLARGEMENT 'A10' Not to Scale

ENLARGEMENT 'A11' Not to Scale

ENLARGEMENT 'A12' Not to Scale

ENLARGEMENT 'A13' Not to Scale

ENLARGEMENT 'A14' Not to Scale

ENLARGEMENT 'A15' Not to Scale

ENLARGEMENT 'A16' Not to Scale

ENLARGEMENT 'A17' Not to Scale

ENLARGEMENT 'A18' Not to Scale

ENLARGEMENT 'A19' Not to Scale

ENLARGEMENT 'A20' Not to Scale

ENLARGEMENT 'A21' Not to Scale

ENLARGEMENT 'A22' Not to Scale

ENLARGEMENT 'A23' Not to Scale

ENLARGEMENT 'A24' Not to Scale

ENLARGEMENT 'A25' Not to Scale

ENLARGEMENT 'A26' Not to Scale

ENLARGEMENT 'A27' Not to Scale

ENLARGEMENT 'A28' Not to Scale

ENLARGEMENT 'A29' Not to Scale

ENLARGEMENT 'A30' Not to Scale

ENLARGEMENT 'A31' Not to Scale

ENLARGEMENT 'A32' Not to Scale

ENLARGEMENT 'A33' Not to Scale

ENLARGEMENT 'A34' Not to Scale

ENLARGEMENT 'A35' Not to Scale

ENLARGEMENT 'A36' Not to Scale

ENLARGEMENT 'A37' Not to Scale

ENLARGEMENT 'A38' Not to Scale

ENLARGEMENT 'A39' Not to Scale

ENLARGEMENT 'A40' Not to Scale

ENLARGEMENT 'A41' Not to Scale

ENLARGEMENT 'A42' Not to Scale

ENLARGEMENT 'A43' Not to Scale

ENLARGEMENT 'A44' Not to Scale

ENLARGEMENT 'A45' Not to Scale

ENLARGEMENT 'A46' Not to Scale

ENLARGEMENT 'A47' Not to Scale

ENLARGEMENT 'A48' Not to Scale

ENLARGEMENT 'A49' Not to Scale

ENLARGEMENT 'A50' Not to Scale

ENLARGEMENT 'A51' Not to Scale

ENLARGEMENT 'A52' Not to Scale

ENLARGEMENT 'A53' Not to Scale

ENLARGEMENT 'A54' Not to Scale

ENLARGEMENT 'A55' Not to Scale

ENLARGEMENT 'A56' Not to Scale

ENLARGEMENT 'A57' Not to Scale

ENLARGEMENT 'A58' Not to Scale

ENLARGEMENT 'A59' Not to Scale

ENLARGEMENT 'A60' Not to Scale

ENLARGEMENT 'A61' Not to Scale

ENLARGEMENT 'A62' Not to Scale

ENLARGEMENT 'A63' Not to Scale

ENLARGEMENT 'A64' Not to Scale

ENLARGEMENT 'A65' Not to Scale

ENLARGEMENT 'A66' Not to Scale

ENLARGEMENT 'A67' Not to Scale

ENLARGEMENT 'A68' Not to Scale

ENLARGEMENT 'A69' Not to Scale

ENLARGEMENT 'A70' Not to Scale

ENLARGEMENT 'A71' Not to Scale

ENLARGEMENT 'A72' Not to Scale

ENLARGEMENT 'A73' Not to Scale

ENLARGEMENT 'A74' Not to Scale

ENLARGEMENT 'A75' Not to Scale

ENLARGEMENT 'A76' Not to Scale

ENLARGEMENT 'A77' Not to Scale

ENLARGEMENT 'A78' Not to Scale

ENLARGEMENT 'A79' Not to Scale

ENLARGEMENT 'A80' Not to Scale

ENLARGEMENT 'A81' Not to Scale

ENLARGEMENT 'A82' Not to Scale

ENLARGEMENT 'A83' Not to Scale

ENLARGEMENT 'A84' Not to Scale

ENLARGEMENT 'A85' Not to Scale

ENLARGEMENT 'A86' Not to Scale

ENLARGEMENT 'A87' Not to Scale

ENLARGEMENT 'A88' Not to Scale

ENLARGEMENT 'A89' Not to Scale

ENLARGEMENT 'A90' Not to Scale

ENLARGEMENT 'A91' Not to Scale

ENLARGEMENT 'A92' Not to Scale

ENLARGEMENT 'A93' Not to Scale

ENLARGEMENT 'A94' Not to Scale

ENLARGEMENT 'A95' Not to Scale

ENLARGEMENT 'A96' Not to Scale

ENLARGEMENT 'A97' Not to Scale

ENLARGEMENT 'A98' Not to Scale

ENLARGEMENT 'A99' Not to Scale

ENLARGEMENT 'A100' Not to Scale

SURVEY CARRIED OUT UNDER REG 26A SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEETS AS AID IN DETERMINING THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY MARKS PLACED PERTAINING TO THIS PLAN.

SCALE 1:5000 @ A2

ALL DISTANCES ARE IN METRES

ENLARGEMENT 'A1' Not to Scale

ENLARGEMENT 'A2' Not to Scale

ENLARGEMENT 'A3' Not to Scale

ENLARGEMENT 'A4' Not to Scale

ENLARGEMENT 'A5' Not to Scale

ENLARGEMENT 'A6' Not to Scale

ENLARGEMENT 'A7' Not to Scale

ENLARGEMENT 'A8' Not to Scale

ENLARGEMENT 'A9' Not to Scale

ENLARGEMENT 'A10' Not to Scale

ENLARGEMENT 'A11' Not to Scale

ENLARGEMENT 'A12' Not to Scale

ENLARGEMENT 'A13' Not to Scale

ENLARGEMENT 'A14' Not to Scale

ENLARGEMENT 'A15' Not to Scale

ENLARGEMENT 'A16' Not to Scale

ENLARGEMENT 'A17' Not to Scale

ENLARGEMENT 'A18' Not to Scale

ENLARGEMENT 'A19' Not to Scale

ENLARGEMENT 'A20' Not to Scale

ENLARGEMENT 'A21' Not to Scale

ENLARGEMENT 'A22' Not to Scale

ENLARGEMENT 'A23' Not to Scale

ENLARGEMENT 'A24' Not to Scale

ENLARGEMENT 'A25' Not to Scale

ENLARGEMENT 'A26' Not to Scale

ENLARGEMENT 'A27' Not to Scale

ENLARGEMENT 'A28' Not to Scale

ENLARGEMENT 'A29' Not to Scale

ENLARGEMENT 'A30' Not to Scale

ENLARGEMENT 'A31' Not to Scale

ENLARGEMENT 'A32' Not to Scale

ENLARGEMENT 'A33' Not to Scale

ENLARGEMENT 'A34' Not to Scale

ENLARGEMENT 'A35' Not to Scale

ENLARGEMENT 'A36' Not to Scale

ENLARGEMENT 'A37' Not to Scale

ENLARGEMENT 'A38' Not to Scale

ENLARGEMENT 'A39' Not to Scale

ENLARGEMENT 'A40' Not to Scale

ENLARGEMENT 'A41' Not to Scale

ENLARGEMENT 'A42' Not to Scale

ENLARGEMENT 'A43' Not to Scale

ENLARGEMENT 'A44' Not to Scale

ENLARGEMENT 'A45' Not to Scale

ENLARGEMENT 'A46' Not to Scale

ENLARGEMENT 'A47' Not to Scale

ENLARGEMENT 'A48' Not to Scale

ENLARGEMENT 'A49' Not to Scale

ENLARGEMENT 'A50' Not to Scale

ENLARGEMENT 'A51' Not to Scale

ENLARGEMENT 'A52' Not to Scale

ENLARGEMENT 'A53' Not to Scale

ENLARGEMENT 'A54' Not to Scale

ENLARGEMENT 'A55' Not to Scale

ENLARGEMENT 'A56' Not to Scale

ENLARGEMENT 'A57' Not to Scale

ENLARGEMENT 'A58' Not to Scale

ENLARGEMENT 'A59' Not to Scale

ENLARGEMENT 'A60' Not to Scale

ENLARGEMENT 'A61' Not to Scale

ENLARGEMENT 'A62' Not to Scale

ENLARGEMENT 'A63' Not to Scale

ENLARGEMENT 'A64' Not to Scale

ENLARGEMENT 'A65' Not to Scale

ENLARGEMENT 'A66' Not to Scale

ENLARGEMENT 'A67' Not to Scale

ENLARGEMENT 'A68' Not to Scale

ENLARGEMENT 'A69' Not to Scale

ENLARGEMENT 'A70' Not to Scale

ENLARGEMENT 'A71' Not to Scale

ENLARGEMENT 'A72' Not to Scale

ENLARGEMENT 'A73' Not to Scale

ENLARGEMENT 'A74' Not to Scale

ENLARGEMENT 'A75' Not to Scale

ENLARGEMENT 'A76' Not to Scale

ENLARGEMENT 'A77' Not to Scale

ENLARGEMENT 'A78' Not to Scale

ENLARGEMENT 'A79' Not to Scale

ENLARGEMENT 'A80' Not to Scale

ENLARGEMENT 'A81' Not to Scale

ENLARGEMENT 'A82' Not to Scale

ENLARGEMENT 'A83' Not to Scale

ENLARGEMENT 'A84' Not to Scale

ENLARGEMENT 'A85' Not to Scale

ENLARGEMENT 'A86' Not to Scale

ENLARGEMENT 'A87' Not to Scale

ENLARGEMENT 'A88' Not to Scale

ENLARGEMENT 'A89' Not to Scale

ENLARGEMENT 'A90' Not to Scale

ENLARGEMENT 'A91' Not to Scale

ENLARGEMENT 'A92' Not to Scale

ENLARGEMENT 'A93' Not to Scale

ENLARGEMENT 'A94' Not to Scale

ENLARGEMENT 'A95' Not to Scale

ENLARGEMENT 'A96' Not to Scale

ENLARGEMENT 'A97' Not to Scale

ENLARGEMENT 'A98' Not to Scale

ENLARGEMENT 'A99' Not to Scale

ENLARGEMENT 'A100' Not to Scale

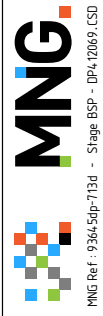
INTERESTS AND NOTIFICATIONS		ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS	
SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(3B)	EASMENT (Water Supply)	SEC 167 OF THE P.&D. ACT REG 33 (b)	DP 69097	LOT 9052	WATER CORPORATION	
(3B) 2	EASMENT (Sewerage)	SEC 167 OF THE P.&D. ACT REG 33 (b)	DP 71039	LOT 9052	WATER CORPORATION	
(3B) 1	EASMENT (Sewerage)	SEC 167 OF THE P.&D. ACT REG 33 (b)	DP 77255	LOT 9052	WATER CORPORATION	
(3B) 3	EASMENT (Water Supply)	SEC 167 OF THE P.&D. ACT REG 33 (b)	DP 77255	LOT 9052	WATER CORPORATION	
(3)	RESTRICTIVE COVENANT	SEC 129BA OF THE T.L.A.	DOC N733761	LOT 9052	ELECTRICITY NETWORKS CORPORATION	
	RESTRICTIVE COVENANT	SEC 136D OF THE T.L.A.	THIS PLAN & DOC N722416	ALL LOTS EXCEPT 9052		ALL LOTS EXCEPT 9052

MNG
MNG Ref: 92645dp-7138 - Stage B5P - DP4-1006P-LSO

155 WILMINGTON AVENUE
PO Box 8224, Success WA 6014
Tel: (08) 9446 1500
Email: info@mngsurvey.com.au



DEPOSITED PLAN
4 12069
SHEET 01 OF 05 SHEETS
(PLUS SURVEY SHEETS)
VERSION 1



MNG Ref: 93645dp-713d - Stage-BSP - DP4, 12069, LSD
 MNG
 Neale Simpson
 2017.10.08 13:06:04 +0800
 DATE
 LICENSED SURVEYOR



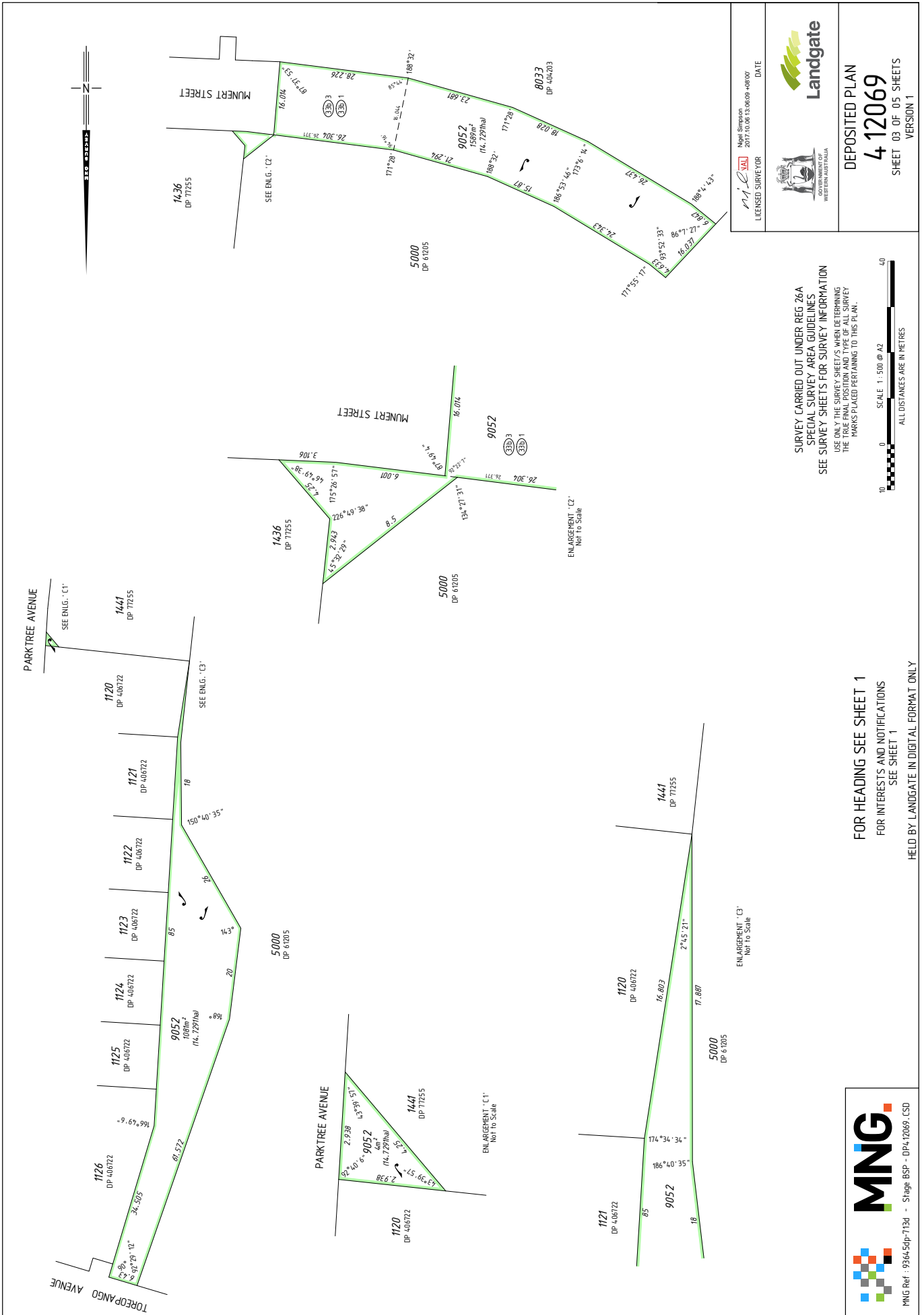
DEPOSITED PLAN
4 12069
 SHEET 02 OF 05 SHEETS
 VERSION 1



SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 SEE SURVEY SHEETS FOR SURVEY INFORMATION
 USE ONLY THE SURVEY SHEETS WHEN DETERMINING
 THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
 MARKS PLACED PERTAINING TO THIS PLAN.



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

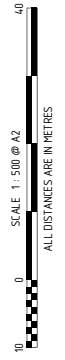


DEPOSITED PLAN
4 12069
 SHEET 03 OF 05 SHEETS
 VERSION 1



M. J. SAL
 Licensed Surveyor
 Date: 2017.10.06 13:06:08 +08:00

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 SEE SURVEY SHEETS FOR SURVEY INFORMATION
 USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
 THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
 MARKS PLACED PERTAINING TO THIS PLAN.

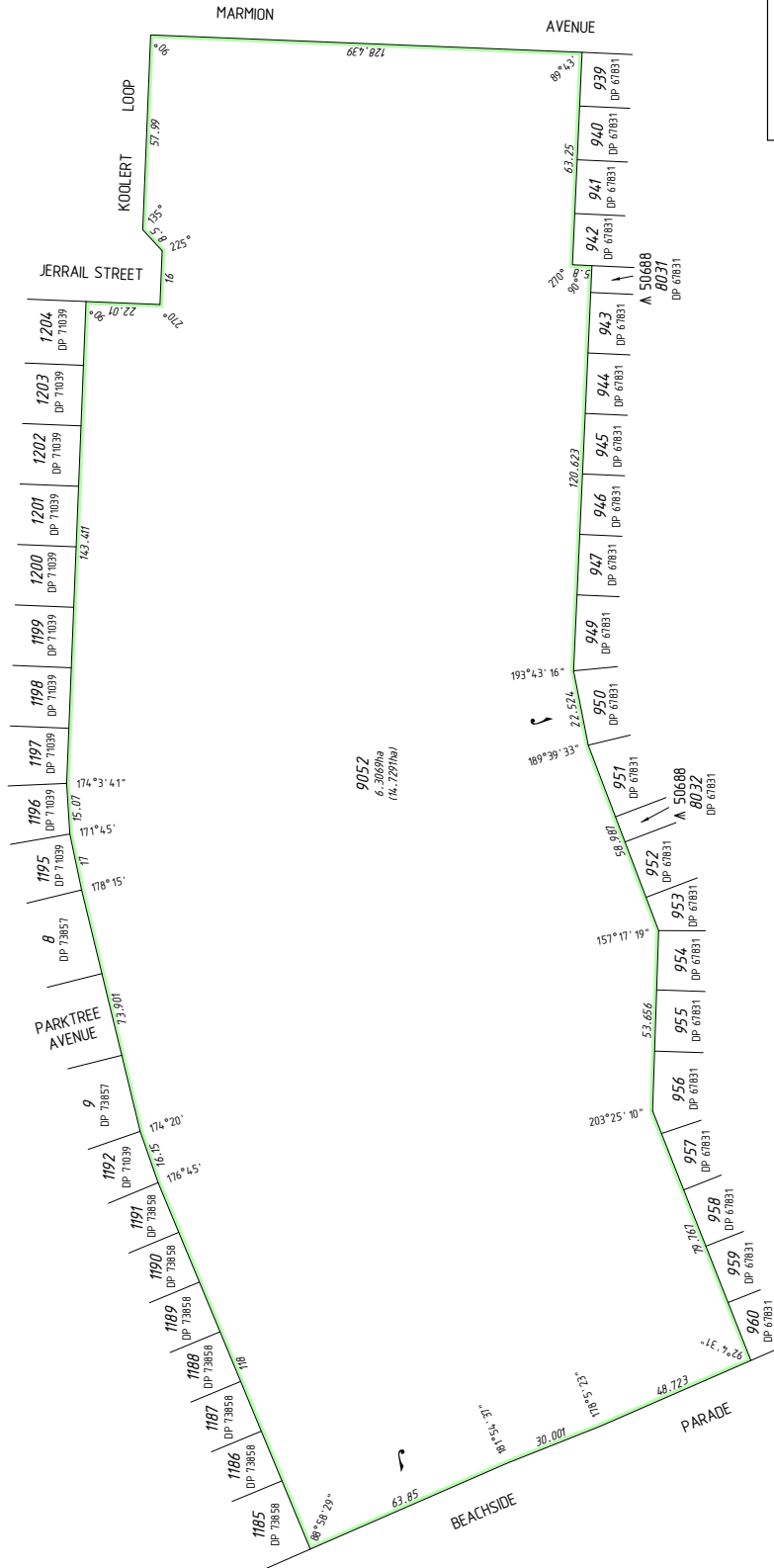


FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS
 SEE SHEET 1
 HELD BY LANDGATE IN DIGITAL FORMAT ONLY

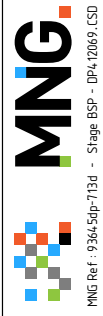


MNG Ref - 9364-5dp-773d - Stage BSP - DPA412069_CSD

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 1



SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
SEE SURVEY SHEETS FOR SURVEY INFORMATION
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
THE TRUE FINAL POSITION AND TYPE OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.

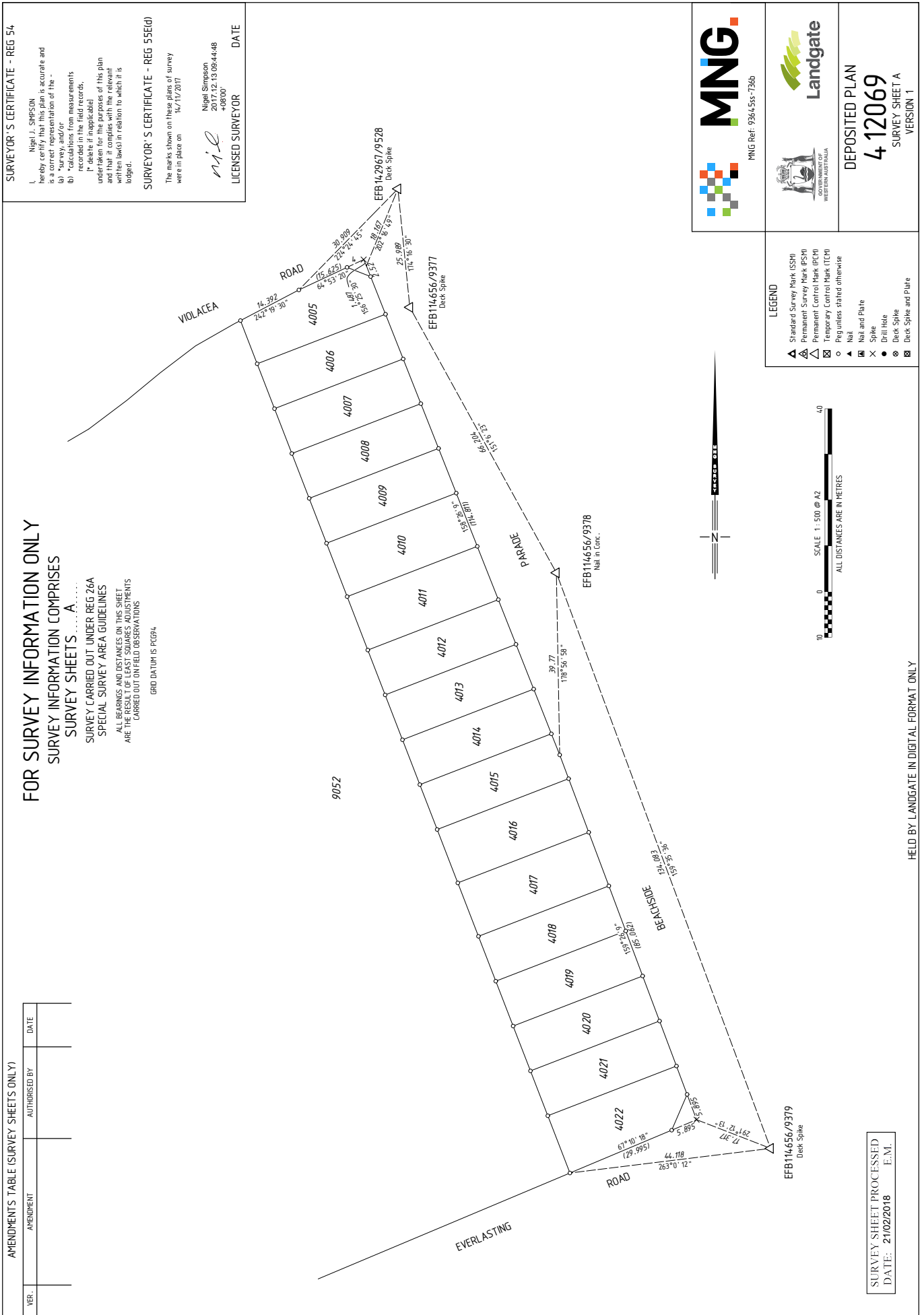


MNG Ref: 93665dp-713d - Stage-BSP - DP4,12069, LSD
Nigel Simpson
2017, 15.06.13.06:14+0807
LICENSED SURVEYOR



DEPOSITED PLAN
4 12069
SHEET 04 OF 05 SHEETS
VERSION 1

HELD BY LANDGATE IN DIGITAL FORMAT ONLY



HELD BY LANDGATE IN DIGITAL FORMAT ONLY

Deposited Plan 412069

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
4005	2936/945	Registered	
4006	2936/946	Registered	
4007	2936/947	Registered	
4008	2936/948	Registered	
4009	2936/949	Registered	
4010	2936/950	Registered	
4011	2936/951	Registered	
4012	2936/952	Registered	
4013	2936/953	Registered	
4014	2936/954	Registered	
4015	2936/955	Registered	
4016	2936/956	Registered	
4017	2936/957	Registered	
4018	2936/958	Registered	
4019	2936/959	Registered	
4020	2936/960	Registered	
4021	2936/961	Registered	
4022	2936/962	Registered	
9052	2936/963	Registered	



INSTRUCTIONS

1. Page 2 of this document may be used:
- 1.1 If insufficient space in any section hereon; Appropriate headings should be shown. The boxed sections should only contain the words "see page..."
- 1.2 To set forth Easements created as appurtenant to the land (commencing with the words "together with"). Reservations created encumbering the land (commencing with the words "reserving to") or any Restrictive Covenant hereby created. Any Sketch contained thereon must be initialled by all parties.
2. If further space is required Additional Sheet Form B1 should be used with appropriate headings. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Crown Lease or where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production. **If a Duplicate Certificate of Title is not required to be re-issued, or if a Duplicate Certificate of Title has not been issued previously but is required to issue subsequent to this document, the written request of the Transferee is required by signing this panel.** Written consent of the First Mortgagee is also required if applicable.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated. Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. The Volume and Folio or Crown Lease number, to be stated.
2. **ESTATE AND INTEREST**
State whether Fee Simple, Leasehold or as the case may be in the land being transferred. If share only, specify.
3. **TRANSFEROR**
State full name of the Transferor/Transferors (Registered Proprietor) as shown on the Certificate of Title or Crown Lease.
4. **CONSIDERATION**
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
5. **TRANSFeree**
State full name of the Transferee/Transferees (Purchaser) and the address/addresses to which future notices can be sent. If a minor, state date of birth. If two or more state tenancy eg:
 - Joint Tenants, (on the death of a joint tenant, the survivor(s) become(s) the registered proprietor(s) of the deceased's interest by applying to the Registrar of Titles).
 - Tenants in Common, (on the death of a tenant in common, their share is dealt with according to their Will).
 If Tenants in Common specify shares.
6. **TRANSFeree'S TRANSFEROR'S EXECUTION**
Transferee's and Transferor's must sign their appropriate panel. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an adult person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporations Act 2001.



OFFICE USE ONLY

0405319 T

13 May 2020 09:27:08 Perth

TRANSFER

LODGED BY: <i>Michelle Louise Butler</i> ADDRESS: <i>Group A Attorney</i> PHONE No.: <i>9222 4654</i> FAX No.: <i>9222 4670</i> REFERENCE No.: <i>2936/951</i> ISSUING BOX No.: <i>8</i>	EAST PERTH WA 6004 PH: 9222 4654 FAX: 9222 4670 LANDGATE BOX - 158L PH: 9222 4654 FAX: 9222 4670 47 Samphire Road CANNING VALE WA 6155 lynda@equitysettlements.com.au PHONE No. 9200 6148 FAX No. 9200 6149
---	--

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

1/2

TITLES, LEASES, DECLARATIONS ETC. LODGED HERewith

Dupct 2936/951 2. <u>Duty Cert</u> 3. <u>Vol letters x 3</u> 4. <u>letter - signatures</u>	Received Items Nos. Receiving Clerk
---	---

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

Dated this 12th day of May Year 2020

TRANSFEROR/S SIGN HERE (Note 6)

Signed by (2 signatures required):

Group A Attorneys

David John Clark _____

Michael Leslie Cockburn Salmon _____

Mark John Diamond _____

Group B Attorneys

Lorraine Michelle Toovey _____

Michelle Louise Butler _____

**As attorneys under registered Power of Attorney No: M651358
Capricorn Investment Group Pty Ltd (ACN 108 508 265)
and Yanchee Sun City Pty Ltd (ACN 008 768 278)**

[Signature]
MICHELLE LOUISE BUTLER

[Signature]
Settlement Agent

CWS LAWYERS
3rd Floor
45 St Georges Tce
PERTH WA 6000
Phone: 6210 7070
Fax: 9221 2264

REQUEST FOR ISSUE / NON-ISSUE (Instruction 4)

BY SIGNING THIS PANEL, I / WE THE TRANSFEREE REQUEST THE ISSUE / NON - ISSUE (DELETE AS REQUIRED) OF A DUPLICATE CERTIFICATE(S) OF TITLE FOR THE LAND ABOVE DESCRIBED.

Signed

Signed

TRANSFEREE/S SIGN HERE (Note 6)

THE LODGING PARTY OF THIS DOCUMENT IS AUTHORISED BY THE ABOVE NAMED TRANSFEREE TO INSTRUCT ISSUING DETAILS FOR THE DUPLICATE CERTIFICATE(S) OF TITLE.

Signed by *[Signature]*

In the presence of :

Witness sign : *[Signature]*

Witness print Full Name

LYNDA CHUI HAH WEIR

Witness Address :LICENSED SETTLEMENT AGENT

P O Box 5376

Canning Vale South • WA 6155

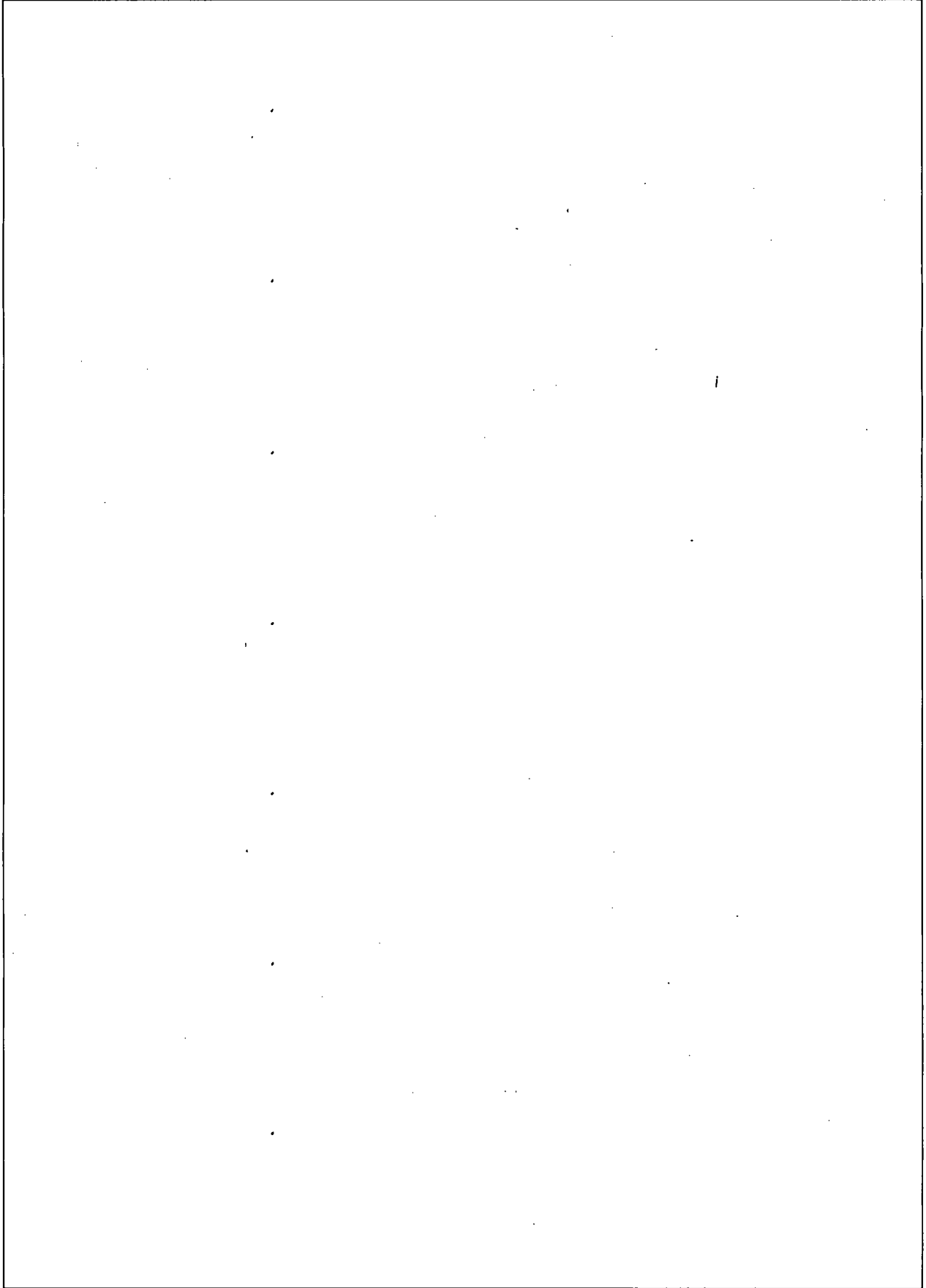
T: 08-9200-6148 • F: 08-9200-6149

Witness Occupation :

Witness Phone (B/H)



THE TRANSFEROR for the consideration herein expressed transfers to the TRANSFEREE the estate and interest herein specified in the land herein described, subject to the Limitations, Interests, Encumbrances and Notifications as shown on the Certificate of Title and/or otherwise affect the land under the *Transfer of Land Act 1893*. (Instruction 1 & 2)



TRANSFER OF LAND

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
LOT 4011 ON DEPOSITED PLAN 412069	WHOLE	2936	951

ESTATE AND INTEREST (Note 2)

FEE SIMPLE

TRANSFEROR (Note 3)

CAPRICORN INVESTMENT GROUP PTY LTD (ACN 108 508 265)
YANCHEP SUN CITY PTY LTD (ACN 008 768 278)

CONSIDERATION (Note 4)

\$187,000.00

TRANSFeree (Note 5)

JASON JOHN WOODCOCK OF 14 CHANNEL DRIVE HEATHRIDGE WA 6027





EV001387187 DUTY



Certificate of Duty

Transfer - (First Home Owner Rate Vacant Land)

Duties Act 2008

Certificate Number:	1032569672	Certificate Issue Date:	08-05-2020
Bundle ID:	182825346	Client Reference:	2018/0411
Transaction Date:	08-10-2018		
Dutiable Value:	\$ 187,000.00		
Transfer Duty:	\$ 0.00		
Interest Substituted:	50.00 %		

No Double Duty

Description of Property:

Land in WA:	Lot 4011, Plan 412069	Volume/Folio:	2936/951
-------------	-----------------------	---------------	----------

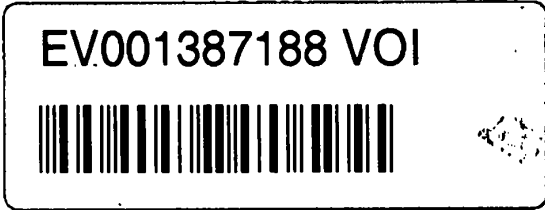
Transferor(s):	CAPRICORN INVESTMENT GROUP PTY LTD YANCHEP SUN CITY PTY LTD
Transferee(s):	WOODCOCK, JASON JOHN

Related Certificate Summary

Certificate Number	Certificate Date	Transaction Date	Bundle ID	Dutiable Value	Total Duty
1032612805	07-05-2020	08-10-2018	182825346	\$ 187,000.00	\$ 0.00







Registrar and Commissioner of Titles
Landgate
PO Box 2222
MIDLAND WA 6936

LAWYERS STATEMENT

Name of person identified: **Lorraine Michelle TOOVEY** as attorney for Capricorn Investment Group Pty Ltd and Yanchep Sun City Pty Ltd under PA M651358
of C/O: Level 3, 45 St Georges Terrace, Perth WA 6000
Address of property being sold: LOT 4011 ON DEPOSITED PLAN 412069 and being the whole of the land in Certificate of Title Volume 2936 Folio 951
Date and place of where identification occurred: 19th September 2019 in Australia

I have taken all reasonable steps to verify the identity of the person and;

I reasonably believe that the person has been identified; and

I reasonably believe that the person has the authority to deal with the interest in land the subject to this transaction (Transfer of Land).

Yours faithfully

Michelle Louise Butler
Settlement Agent
Level 3/45 St Georges Terrace, Perth
6210 7069
email: michelleb@cwslawyers.com

Dated: 11 May 2020

T: 08 6210 7070 F: 08 9221 2264
E: query@cwslawyers.com W: www.cwslawyers.website

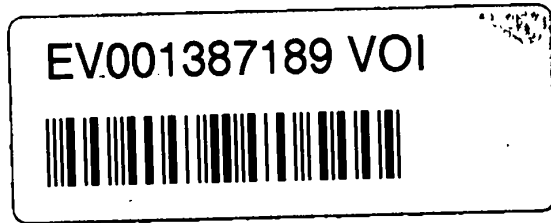
LEVEL 3, 45 ST GEORGES TERRACE PERTH 6000
PO BOX Z5084 PERTH ST GEORGES TERRACE WA 6831
Clerk Balman Pty Ltd ATF The One Stop Settlements Trust ABN 17 950 079 692ACH 115 876 870







Registrar and Commissioner of Titles
Landgate
PO Box 2222
MIDLAND WA 6936



LAWYERS STATEMENT

Name of person identified: **David John CLARK** as attorney for Capricorn Investment Group Pty Ltd and Yanchep Sun City Pty Ltd under PA M651358
of C/O: Level 3, 45 St Georges Terrace, Perth WA 6000
Address of property being sold: LOT 4011 ON DEPOSITED PLAN 412069 and being the whole of the land in Certificate of Title Volume 2936 Folio 951
Date and place of where identification occurred: 28 of March 2020 in Australia

I have taken all reasonable steps to verify the identity of the person and;

I reasonably believe that the person has been identified; and

I reasonably believe that the person has the authority to deal with the interest in land the subject to this transaction (Transfer of Land).

Yours faithfully

A handwritten signature in black ink, appearing to be "Michelle Louise Butler".

Michelle Louise Butler
Settlement Agent
Level 3/45 St Georges Terrace, Perth
6210 7070
email: michelleb@cwslawyers.com

Dated: 11 May 2020

T: 08 6210 7070 F: 08 9221 2264
E: query@cwslawyers.com W: www.cwslawyers.com

LEVEL 3, 45 ST GEORGES TERRACE PERTH 6000
PO BOX 25084 PERTH ST GEORGES TERRACE WA 6831
Clark Belmon Pty Ltd ATF The One Stop Settlements Trust ABN 17 950 079 692ACH 115 678 670





8 May 2020

Our ref: 2018/0411

REGISTRAR AND COMMISSIONER OF TITLES
LANDGATE
PO BOX 2222
MIDLAND WA 6936

Settlement Agents Statement

Name of client (s) identified:

JASON JOHN WOODCOCK

Presently of:

15 Sail Terrace HEATHRIDGE WA 6027

Address of property being bought:

Lot 4011, Beachside Parade, YANCHEP

Place and date where identification occurred:

Australia on 31 October 2018

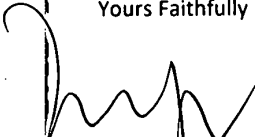
I have taken all reasonable steps to verify the identity of my client (s); and

I reasonably believe my client (s) has/have been identified; and

I reasonably believe my client (s) has/have the authority to deal with the interest in the land the subject to this transaction:

Transfer of Land: Lot 4011 on Deposited Plan 412069 on Volume Folio Number 2936/951

Yours Faithfully


Lynda Weir
Licensee
Australia
0409 910284
lynda@equitysettlements.com.au

EV001387190 VOI



Lynda Weir Settlements Pty Ltd t/as Equity Settlements
47 Samphire Road • Canning Vale • WA 6155
Phone 08-9200-6148 • Fax 08-9200-6149



ACN 076 897 455 • ABN 54 076 897 455
P O Box 5376 • Canning Vale South • WA 6155
email info@equitysettlements.com.au



Independent Licenced Real Estate Settlement Agent



Landgate



Landgate

EV001387191 LTR



RE: CERTIFICATE OF TITLE VOLUME 2936 FOLIO 951

187 BEACHSIDE PARADE YANCHEP

I, JASON JOHN WOODCOCK confirm that I have signed differently on the Transfer of Land and Mortgage documents.

I further confirm that I am one and the same person as per signatures shown below

Dated: 11 May 2020.

NAME: Jason John Woodcock

SIGNATURE:

SIGNATURE:

Witness:

Name

Position

Workplace / personal / contact

Ross Karere
Project Manager

Matilda Gold Project - Camp Manager

PH 042456-1958

10 Grassholme Grange Aveley 6069.







Document number Q011077
 Lodgement date 31/05/2024 12:15:16

Memorial - Legal Aid Commission Act 1976 Section 44A

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

Western Australia

Legislation

Transfer of Land Act 1893
Legal Aid Commission Act 1976

Document details

Document type	Memorial - Legal Aid Commission Act 1976	ELN lodgement case id	1111109044
ELN id	PEXA	ELN document id	2548270059
ELN workspace id	11754031	ELN counterpart id/s	2548270059-1005909818

Responsible subscriber and contact details

Name	LEGAL AID COMMISSION OF WA	Contact fax	08 9261 6554
Customer code	EFA11210	Contact phone	08 9261 6203
Contact name	Victoria Claire Harste	Contact email	victoria.harste@legalaid.wa.gov.au
Contact address	32 ST GEORGES TERRACE PERTH WA 6000	Client reference	J J WOODCOCK 24W004701 PPCS

Lodgement fees

Fee description	Net	Gst	Fees
Mem-Legal Aid Comm	\$203.00	\$0.00	\$203.00
		Total	\$203.00

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2936-951	Whole	4011/DP412069	FEE SIMPLE

Registered Proprietor(s)(Land/Interest)

JASON JOHN WOODCOCK OF 14 CHANNEL DRIVE HEATHRIDGE WA 6027

Applicant (Authorising party)

LEGAL AID COMMISSION OF WA (ABN 96166412580 GPR SLAC)

Memorial details

File number

J J WOODCOCK 24W004701 PPCS

Amount secured

3000.00

Statements

Memorial certifying that legal costs are to be a charge on the land.

Attachments

NIL

Operative clause

The applicant/receiving party/relinquishing party requests the recording of this document in the Register.

Subscriber Certification and Execution on behalf of the Applicant (Authorising party)

Subscriber document reference J J WOODCOCK 24W0047

LEGAL AID COMMISSION OF WA (ABN 96166412580 GPR SLAC) makes the following certifications:

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Digitally signed by VICTORIA CLAIRE HARSTE on behalf of LEGAL AID COMMISSION OF WA (ABN 96166412580 GPR SLAC) on 31 May 2024





Document number Q038922
 Lodgement date 25/06/2024 08:55:34

Caveat

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Jurisdiction

Western Australia

Legislation

Transfer of Land Act 1893

Document details

Document type	Caveat	ELN lodgement case id	1136090046
ELN id	PEXA	ELN document id	2609172189
ELN workspace id	11892406	ELN counterpart id/s	2609172189-1028185504

Responsible subscriber and contact details

Name	STRATOS LEGAL PTY LTD	Contact fax	07 3152 4499
Customer code	EFA13930	Contact phone	07 3152 4444
Contact name	Amanda Jane Heard	Contact email	finance@stratoslegal.com.au
Contact address	LEVEL 11 100 EDWARD STREET BRISBANE QLD 4000	Client reference	247264 WOODCOCK - Caveat

Lodgement fees

Fee description	Net	Gst	Fees
ELNO - Caveat	\$203.00	\$0.00	\$203.00
		Total	\$203.00

Land

Title(volume-folio)	Extent	Land description	Estate and/or interest
2936-951	Whole	4011/DP412069	FEE SIMPLE

Caveator(s)

OURMONEYMARKET LENDING PTY LIMITED (ACN 605231669)

Estate and interest being claimed

Constructive and/or implied or resulting trust

Grounds of claim

Claim statement Pursuant to a constructive and/or implied or resulting trust arising upon the financial contributions of the Caveator to the acquisition, conservation and/or improvement of the property.

Parties JASON JOHN WOODCOCK
OURMONEYMARKET LENDING PTY LIMITED (ACN 605231669)

Date 07/09/2021

Interest date

Term

Interest document

Court

Action number

Section/s

Extent of prohibition

Absolute

Service of notice to the caveator/s

Email finance@stratoslegal.com.au

Registered proprietor(s)

JASON JOHN WOODCOCK OF 187 BEACHSIDE PARADE YANCHEP WA 6035

Attachments

NIL

Operative clause

The caveator claims the Estate or Interest specified in the Land on the Grounds set out herein and forbids the registration of any Instrument affecting the Estate and Interest to the Extent of Prohibition as specified.

Subscriber Certification and Execution on behalf of the Caveator(s)

STRATOS LEGAL PTY LTD (ACN 622105631 ABN 90622105631) makes the following certifications:

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Digitally signed by AMANDA JANE HEARD for STRATOS LEGAL PTY LTD (ACN 622105631 ABN 90622105631) on behalf of OURMONEYMARKET LENDING PTY LIMITED (ACN 605231669) on 25 June 2024





25 June 2024

JASON JOHN WOODCOCK
14 CHANNEL DRIVE
HEATHRIDGE, WA 6027

Dear Sir/Madam

I advise that a caveat has been lodged against the Certificate of Title for your land. Your land ownership details are described in the schedule overleaf.

Some details of the Caveat including a copy of part of the "Estate or interest claimed" section are shown in the schedule overleaf.

A caveat is a statutory notice lodged against the Certificate of Title for the land evidencing a claim to an interest in that land. The claim is made by a person who is not the registered owner of the land. The person claiming the interest in the land is known as the caveator.

The existence of a caveat on the title does not allow the caveator to deal with the land, however the caveat may prevent the registration of any change to the title for the land until notice of that change has been given to the caveator.

The caveat will remain on the title until it is withdrawn by the caveator or action is taken for its removal.

A copy of the caveat may be obtained (on payment of the prescribed fee) at www.landgate.wa.gov.au. If you wish to seek further information regarding the caveat, Landgate may be contacted on +61 (0)8 9273 7373 or by email to customerservice@landgate.wa.gov.au. Please be aware that legal advice cannot be provided. Customers requiring any legal advice must seek their own independent legal advice.

Finally, please note that, due to the numbers of caveats lodged daily at the Western Australian Land Information Authority (Landgate), the Registrar of Titles is personally not able to assist you with caveat enquiries.

Sincerely,

BRUCE ROBERTS
REGISTRAR OF TITLES

Western Australian Land Information Authority ABN 86 574 793 858
1 Midland Square, Midland, Western Australia 6056
Postal Address: PO Box 2222, Midland, Western Australia 6936
Telephone +61 (0)8 9273 7373 TTY +61 (0)8 9273 7571 landgate.wa.gov.au





THE SCHEDULE

Caveat No:	Q038922
Caveator:	OURMONEYMARKET LENDING PTY LIMITED
Nature of Claim:	ABSOLUTE
Affected Titles:	2936-951
Affected Documents:	
Estate/Interest Claimed:	CLAIM CATEGORY: OTHER CLAIM STATEMENT: CONSTRUCTIVE AND/OR IMPLIED OR RESULTING TRUST

Western Australian Land Information Authority ABN 86 574 793 858
1 Midland Square, Midland, Western Australia 6056
Postal Address: PO Box 2222, Midland, Western Australia 6936
Telephone +61 (0)8 9273 7373 TTY +61 (0)8 9273 7571 landgate.wa.gov.au





25 June 2024

JASON JOHN WOODCOCK
187 BEACHSIDE PARADE
YANCHEP, WA 6035

Dear Sir/Madam

I advise that a caveat has been lodged against the Certificate of Title for your land. Your land ownership details are described in the schedule overleaf.

Some details of the Caveat including a copy of part of the "Estate or interest claimed" section are shown in the schedule overleaf.

A caveat is a statutory notice lodged against the Certificate of Title for the land evidencing a claim to an interest in that land. The claim is made by a person who is not the registered owner of the land. The person claiming the interest in the land is known as the caveator.

The existence of a caveat on the title does not allow the caveator to deal with the land, however the caveat may prevent the registration of any change to the title for the land until notice of that change has been given to the caveator.

The caveat will remain on the title until it is withdrawn by the caveator or action is taken for its removal.

A copy of the caveat may be obtained (on payment of the prescribed fee) at www.landgate.wa.gov.au. If you wish to seek further information regarding the caveat, Landgate may be contacted on +61 (0)8 9273 7373 or by email to customerservice@landgate.wa.gov.au. Please be aware that legal advice cannot be provided. Customers requiring any legal advice must seek their own independent legal advice.

Finally, please note that, due to the numbers of caveats lodged daily at the Western Australian Land Information Authority (Landgate), the Registrar of Titles is personally not able to assist you with caveat enquiries.

Sincerely,

BRUCE ROBERTS
REGISTRAR OF TITLES

Western Australian Land Information Authority ABN 86 574 793 858
1 Midland Square, Midland, Western Australia 6056
Postal Address: PO Box 2222, Midland, Western Australia 6936
Telephone +61 (0)8 9273 7373 TTY +61 (0)8 9273 7571 landgate.wa.gov.au





THE SCHEDULE

Caveat No:	Q038922
Caveator:	OURMONEYMARKET LENDING PTY LIMITED
Nature of Claim:	ABSOLUTE
Affected Titles:	2936-951
Affected Documents:	
Estate/Interest Claimed:	CLAIM CATEGORY: OTHER CLAIM STATEMENT: CONSTRUCTIVE AND/OR IMPLIED OR RESULTING TRUST

Western Australian Land Information Authority ABN 86 574 793 858
1 Midland Square, Midland, Western Australia 6056
Postal Address: PO Box 2222, Midland, Western Australia 6936
Telephone +61 (0)8 9273 7373 TTY +61 (0)8 9273 7571 landgate.wa.gov.au